



JINRIGHT & ASSOCIATES DEVELOPMENT
ENGINEERS

LETTER OF TRANSMITTAL

TO: Kathryn Taylor, MMC || City Clerk ||
City of Foley
407 East Laurel Avenue
Foley, Alabama 36535 ||
251.943.1545 || ktaylor@cityoffoley.org

FROM: Perry C. "Trey" Jinright, III, PE

DATE: 1/9/2025


RE: **Cresswind Foley** JADE NO.: KOLTER-23-1900

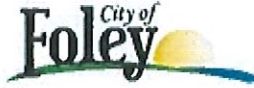
URGENT FOR REVIEW PLEASE COMMENT AS REQUESTED FOR APPROVAL FOR YOUR FILES

Enclosed please find the following documents for **Petition for Annexation** Approval:

1. Petition for Annexation
 - a. \$250.00 Check mailed 1/8/25
2. Exhibit A - Warranty Deed
 - a. Tax Assessor Info
 - b. Title Commitment
 - c. Owner Authorization
3. Exhibit B – Survey
 - a. Legal

PROJECT TEAM AND INFORMATION

Parcel Number (s)	Currently Zoned/Proposed
05-54-06-13-0-000-006.000 05-54-06-24-0-000-002.000	RA/ Pre-Zoned PUD approved on 1/6/25
Developer/Buyer: 	Kolter Homes, LLC 35 Oakside Drive Newnan, GA 30265 Dustin Baker dbaker@kolter.com (404) 824-9439
Owner/Seller:	Springdale Stores, Inc 225 Springhill Memorial Place Mobile, AL 36608 Delaney Investments, Inc 225 Springhill Memorial Place Mobile, AL 36608
Civil Engineer: 	JADE Consulting, LLC 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443 Perry C. "Trey" Jinright III, PE, LEED AP tjinright@jadengineers.com Lee Rambo, PE, Project Manager lrambo@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor: 	Wattier Surveying, Inc. 318 Downtowner Loop North, Suite H Mobile, AL 36609 (251) 342-2640 Mark Wattier mark@wattiersurveying.com
Architect: 	AB Design Group Inc. 1141 N. Ronald Reagan Blvd. Longwood, Florida 32750 407-774-6078 James Cantwell jimc@abdesigngroup.com
Landscape Architect 	WAS-Design, Inc. 218 N. Alston St. Foley, Alabama 36535 251-948-7181 Chad Watkins cwatkins@was-design.com



PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the City of Foley, a municipal corporation, that said property be annexed into the City of Foley, Alabama pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS further petition that the Honorable Mayor and City Council of the City of Foley, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

Dated this 8th day of January, 2025.

Sherry Ruth
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 8th day of January, 2024, before me personally appeared Sherry Ruth, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Leslie Vickers Knox
NOTARY PUBLIC
My Commission Expires: September 6, 2026

STATE OF ALABAMA
BALDWIN COUNTY

On this ___ day of ___, 20___, before me personally appeared ___, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

PETITIONER(S) REQUEST PROPERTY BE INITIALLY ZONED AS FOLLOWS:

- | | | |
|-------------------------------------|-------|---|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input checked="" type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-I | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed 0

Number of occupants Adults 0 Race 0

Number of businesses currently located on the property being annexed 0

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

Yes

If yes, state estimated date the development or subdivision will be completed Phased

No

- Phase 1 – 2025/2026
- Phase 2 – 2027/2028
- Phase 3 – 2028/2029
- Phase 4 – 2030/2031
- Phase 5 – 2031/2032
- Phase 6 – 2032/2033
- Phase 7 – 2033/2034
- Phase 8 – 2035/2036

Sherry Ruff 1/8/25

 Petitioner's Signature Date

 Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

Yes

No

RECORD FEE 12.50
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT HAS BEEN
FILED AND TO BE A VALID INSTRUMENT

40,555.55
343-963

STATE OF ALABAMA
COUNTY OF BALDWIN

DEC 23 12 57 PM '88

8.50
STG. TAX
RECEIVED
JIMMY DELANEY
JUDGE OF PROBATE

KNOW ALL MEN BY THESE PRESENTS, That EUGENE CARBINE, a
MARRIED MAN, hereinafter called the
GRANTOR, for and in consideration of the sum of TEN AND NO/100
DOLLARS (\$10.00) cash and other good and valuable consideration
in hand paid to the said GRANTOR by DELANEY INVESTMENTS, INC.,
and SPRINGDALE STORES, INC., Alabama corporations, hereinafter
called the GRANTEES, the receipt, adequacy and sufficiency of all
of which are hereby acknowledged, does hereby, subject to the
exceptions hereinafter contained, GRANT, BARGAIN, SELL and CONVEY
unto the said GRANTEES, and to their successors and assigns, the
following described real property situated in the County of
Baldwin, State of Alabama, to-wit:

See Exhibit A attached hereto, together with all rights of
redemption now existing or hereinafter acquired by the
Grantor from that certain foreclosure of that mortgage from
Eugene Carbine and Kenneth L. Sanders to AmSouth Bank,
N.A., dated August 5, 1985 and recorded in Real Property
Book 222, page 1029 of the records in the office of the
Probate Court of Baldwin County, Alabama, which said
mortgage was foreclosed on the 7th day of December, 1987, as
evidenced by Foreclosure Deed dated December 9, 1987, and
recorded in Real Property Book 306, page 1018, it being
understood that the purpose of this conveyance is to convey
and assign unto the GRANTEES GRANTOR'S right of redemption
and all other right, title and interest in and to said
lands, whether now existing or after acquired.

TOGETHER WITH ALL AND SINGULAR, the rights, tenements,
privileges, hereditaments, easements and appurtenances thereunto
belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said GRANTEES, and
unto their successors and assigns, forever.

The GRANTOR makes no representation nor warranty that he is
seized with an indefeasible estate in fee simple, and
said conveyance is expressly made "AS IS" and "WHERE IS." This

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1635

hereafter falling due, payment of which is expressly assumed by the GRANTEE, and to the following:

1. All easements, restrictive covenants and mineral reservations of record.
2. Foreclosure of that certain mortgage from Kenneth L. Sanders and Eugene Carbine to AmSouth Bank, N.A., said mortgage being recorded in Real Property Book 222, page 1029, of said records, and said foreclosure being held December 7, 1987, as evidenced by foreclosure deed dated December 9, 1987, and recorded in Real Property Book 306, page 1018.

The foregoing recording references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal on this the 10th day of NOVEMBER, 1988.

Eugene R. Carbine (SEAL)
EUGENE CARBINE

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Eugene Carbine, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 10th day of November, 1988.

REF. 342 PAGE 1636



Samuel J. Thayer
Notary Public, State of Alabama
AT LARGE

My Commission Expires: 9/28/88

GRANTEE'S ADDRESS:

Springdale mall
Mobile, Al

Notice is given as required by Alabama law that this instrument was prepared by I. DAVID CHERNIAK, Attorney, Eighth Floor, Royal St. Francis Street Building, Mobile, Alabama, 36602.

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Southwest Quarter of Northwest Quarter of Section Thirteen (13); West Half of Southwest Quarter of Section Thirteen (13); South Half of North Half of Section Fourteen (14); South Half of Section (14) South Half of Northeast Quarter of Section Fifteen (15); Southeast Quarter of Section Fifteen (15); Northeast Quarter and North Half of Southeast Quarter of Section Twenty-two (22); Entire Section Twenty-three (23); West Half of Section Twenty-four (24) Northwest Quarter of Section Twenty-five (25); Northeast Quarter and North Half of Northwest Quarter of Section Twenty-six (26); all in Township Seven (7) South, Range Four (4) East, containing 2,501 acres, more or less; LESS AND EXCEPT so much thereof as is contained within Sandy Creek Acres

Subdivision, a subdivision in Sections 25 and 26, Township 7 South, Range 4 East, as per plat thereof recorded in Map Book 10, at Page 134 in the office of the Judge of Probate Baldwin County, Alabama, containing 60 acres, more or less.

LESS AND EXCEPT the following described property:

PARCEL 1:

Commencing at the Northeast corner of the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East; thence Southerly along the East line of said Southwest Quarter of Northwest Quarter a distance of 1280 feet, more or less, to the present North right-of-way line of U.S. Highway Number 98; thence Westerly along said present North right-of-way line a distance of 320 feet, more or less, to a point that is Northerly of and at right angles to the centerline of Project Number BRS-0206(108) at Station 119+00 and the point of beginning of the property herein to be conveyed; thence continuing Westerly along said present North right-of-way line a distance of 319 feet, more or less, to the center of Sandy Creek, the West property line; thence Northerly along said West property line a distance of 20 feet, more or less, to a point that is 60 feet Northerly of and at right angle to the centerline of said project; thence Easterly, parallel with the centerline of said project a distance of 320 feet, more or less, to a point that is 60 feet Northerly of and at right angles to the centerline of said project at Station 119+00; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East and containing 0.14 acres, more or less.

Also a temporary easement to a strip of land necessary for construction and being more fully described as follows: Beginning at a point that is 125 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(108) at Station 118+00; thence southeasterly along a line a distance of 408 feet, more or less, to a point on the present North right of way line of U.S. Highway Number 98 that is Northerly of and at right angles to the centerline of said project at Station 122+00; thence Westerly along said present North right of way line a distance of 300 feet, more or less, to a point that is Northerly of and at right angles to the centerline of said project at Station 119+00; thence Northerly along a line a distance of 20 feet, more or less, to a point that is 60 feet Northerly of and at right angles to the centerline of said project at Station 119+00; thence Westerly, parallel with the centerline of said project a

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1638

West property line; thence Northerly along said West property line a distance of 65 feet, more or less, to a point that is 125 feet Northerly of and at right angles to the centerline of said project; thence Easterly, parallel with the centerline of said project a distance of 245 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East and containing 0.68 acres, more or less.

PARCEL 2:

Commencing at the Northeast corner of the Southeast Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East; thence Southerly along the East line of said Southeast Quarter of Northwest Quarter, the East property line, a distance of 1270 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(109) and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East property line a distance of 10 feet, more or less, to the present North right of way line of U.S. Highway Number 98; thence Westerly along said present North right of way line a distance of 2895 feet, more or less, to a point that is Northerly of and at right angles to the centerline of said project at Station 119+00; thence Northerly along a line a distance of 10 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project at Station 119+00; thence Easterly, parallel with the centerline of said project a distance of 2895 feet, more or less, to the point of beginning.

Said strip of land lying in the South Half of Northwest Quarter, Section 25, Township 7 South, Range 4 East, and containing 0.389 acres, more or less.

Also a temporary easement to a strip of land necessary for the construction of a detour road and being more fully described as follows: Beginning at a point that is 100 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(109) at Station 135+00; thence Southeasterly along a line (which if extended would intersect a point that is 50 feet Northerly of and at right angles to the centerline of said project at Station 1346+50) a distance of 98 feet, more or less, to the East line of the Southeast Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East, the East property line; thence Southerly along said East property line a distance of 19 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project; thence Westerly, parallel with the centerline of said project a distance of 2635 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project at

Station 121+63.64; thence Northwesterly along a line a distance of 110 feet, more or less, to a point that is 80 feet Northerly of and at right angles to the centerline of said project at Station 120+54.55; thence Easterly, parallel with the centerline of said project a distance of 194.45 feet; thence Easterly along a line a distance of 241 feet, more or less, to a point that is 70 feet Northerly of and at right angles to the centerline of said project at Station 124+89; thence Easterly, parallel with the centerline of said project a distance of 211 feet; thence Northeasterly along a line a distance of 207 feet, more or less, to a point that is 120 feet Northerly of and at right angles to the centerline of said project at Station 129+00; thence Easterly, parallel with the centerline of said project a distance of 50 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20 feet; thence Easterly, parallel with the centerline of said project a distance of 550 feet to the point of beginning.

Said strip of land lying in the South Half of Northwest Quarter, Section 25, Township 7 South, Range 4 East, and containing 1.311

RECORD FEE 12.50
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND RECORDED

\$8,333 33
313-983

STATE OF ALABAMA
COUNTY OF BALDWIN

Dec 23 12 57 PM '88

8.50
MTG. TAX
RECORDED
49
JUDGE OF PROBATE

KNOW ALL MEN BY THESE PRESENTS, that HAROLD GARRISON, a
SINGLE MAN, hereinafter called the
GRANTOR, for and in consideration of the sum of TEN AND NO/100
DOLLARS (\$10.00) cash and other good and valuable consideration
in hand paid to the said GRANTOR by DELANEY INVESTMENTS, INC.,
and SPRINGDALE STORES, INC., Alabama corporations, hereinafter
called the GRANTEES, the receipt, adequacy and sufficiency of all
of which are hereby acknowledged, does hereby, subject to the
exceptions hereinafter contained, GRANT, BARGAIN, SELL and CONVEY
unto the said GRANTEES, and to their successors and assigns, the
following described real property situated in the County of
Baldwin, State of Alabama, to-wit:

See Exhibit A attached hereto, together with all rights of redemption now existing or hereinafter acquired by the Grantor from that certain foreclosure of that mortgage from Eugene Carbine and Kenneth L. Sanders to AmSouth Bank, N.A., dated August 5, 1985 and recorded in Real Property Book 222, page 1029 of the records in the office of the Probate Court of Baldwin County, Alabama, which said mortgage was foreclosed on the 7th day of December, 1987, as evidenced by Foreclosure Deed dated December 9, 1987, and recorded in Real Property Book 306, page 1018, it being understood that the purpose of this conveyance is to convey and assign unto the GRANTEES GRANTOR'S right of redemption and all other right, title and interest in and to said lands, whether now existing or after acquired.

TOGETHER WITH ALL AND SINGULAR, the rights, tenements, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said GRANTEES, and unto their successors and assigns, forever.

The GRANTOR makes no representation nor warranty that he is seized with an indefeasible estate in fee simple, and said conveyance is expressly made "AS IS" and "WHERE IS". This conveyance and all covenants of warranty herein whether express,

RECORDED
PAGE 1645

the GRANTEE, and to the following:

1. All easements, restrictive covenants and mineral reservations of record.
2. Foreclosure of that certain mortgage from Kenneth L. Sanders and Eugene Carbine to AmSouth Bank, N.A., said mortgage being recorded in Real Property Book 222, page 1029, of said records, and said foreclosure being held December 7, 1987, as evidenced by foreclosure deed dated December 9, 1987, and recorded in Real Property Book 306, page 1018.

The foregoing recording references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal on this the 9th day of November, 1988.

Harold Garrison (SEAL)
HAROLD GARRISON

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Harold Garrison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 9th day of November, 1988.

Cynthia S. Green
Notary Public, State of Alabama

My Commission Expires: 7-8-92

GRANTEE'S ADDRESS:

Springdale, Mall
Mobile, Al



FILED 342 PAGE 1646

Notice is given as required by Alabama law that this instrument was prepared by I. DAVID CHERNIAK, Attorney, Eighth Floor, Royal St. Francis Street Building, Mobile, Alabama, 36602.

FILED 342
PAGE 1647

Southwest Quarter of Northwest Quarter of Section Thirteen (13); West Half of Southwest Quarter of Section Thirteen (13); South Half of North Half of Section Fourteen (14); South Half of Section (14) South Half of Northeast Quarter of Section Fifteen (15); Southeast Quarter of Section Fifteen (15); Northeast Quarter and North Half of Southeast Quarter of Section Twenty-two (22); Entire Section Twenty-three (23); West Half of Section Twenty-four (24) Northwest Quarter of Section Twenty-five (25); Northeast Quarter and North Half of Northwest Quarter of Section Twenty-six (26); all in Township Seven (7) South, Range Four (4) East, containing 2,501 acres, more or less; LESS AND EXCEPT so much thereof as is contained within Sandy Creek Acres

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FILED 342 PAGE 1648

West property line; thence Northerly along said West property line a distance of 65 feet, more or less, to a point that is 125 feet Northerly of and at right angles to the centerline of said project; thence Easterly, parallel with the centerline of said project a distance of 245 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East and containing 0.68 acres, more or less.

PARCEL 2:

Commencing at the Northeast corner of the Southeast Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East; thence Southerly along the East line of said Southeast Quarter of Northwest Quarter, the East property line, a distance of 1270 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(109) and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East property line a distance of 10 feet, more or less, to the present North right of way line of U.S. Highway Number 98; thence Westerly along said present North right of way line a distance of 2895 feet, more or less, to a point that is Northerly of and at right angles to the centerline of said project at Station 119+00; thence Northerly along a line a distance of 10 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project at Station 119+00; thence Easterly, parallel with the centerline of said project a distance of 2895 feet, more or less, to the point of beginning.

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Station 121+63.64; thence Northwesterly along a line a distance of 11 feet, more or less, to a point that is 80 feet Northerly of and at right angles to the centerline of said project at Station 120+54.55; thence Easterly, parallel with the centerline of said project a distance of 194.45 feet; thence Easterly along a line a distance of 241 feet, more or less, to a point that is 70 feet Northerly of and at right angles to the centerline of said project at Station 124+89; thence Easterly, parallel with the centerline of said project a distance of 211 feet; thence Northeasterly along a line a distance of 207 feet, more or less, to a point that is 120 feet Northerly of and at right angles to the centerline of said project at Station 129+00; thence Easterly, parallel with the centerline of said project a distance of 50 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20 feet; thence Easterly, parallel with the centerline of said project a distance of 550 feet to the point of beginning.

Said strip of land lying in the South Half of Northwest Quarter, Section 25, Township 7 South, Range 4 East, and containing 0.389 acres, more or less.

FILED
312
NOV 16 1949

RECORD FEE 12.⁵⁰
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THAT THIS DEED WAS FILED AND
FILED AND

110, 000 00
343-983

STATE OF ALABAMA
COUNTY OF BALDWIN

DEC 23 12 21 PM '87
8.⁵⁰

RECORDED
12/23/87-44
CLERK OF PROBATE

KNOW ALL MEN BY THESE PRESENTS, ~~That~~ KENNETH L. SANDERS, a
Married MAN, hereinafter called the
GRANTOR, for and in consideration of the sum of TEN AND NO/100
DOLLARS (\$10.00) cash and other good and valuable consideration
in hand paid to the said GRANTOR by DELANEY INVESTMENTS, INC.,
and SPRINGDALE STORES, INC., Alabama corporations, hereinafter
called the GRANTEES, the receipt, adequacy and sufficiency of all
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evidenced by Foreclosure Deed dated December 9, 1987, and
recorded in Real Property Book 306, page 1018, it being
understood that the purpose of this conveyance is to convey
and assign unto the GRANTEES GRANTOR'S right of redemption
and all other right, title and interest in and to said
lands, whether now existing or after acquired.

TOGETHER WITH ALL AND SINGULAR, the rights, tenements,
privileges, hereditaments, easements and appurtenances thereunto
belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said GRANTEES, and
unto their successors and assigns, forever.

The GRANTOR makes no representation nor warranty that he is
seized with an indefeasible estate in fee simple, and said
conveyance is expressly made "AS IS" and "WHERE IS." This
conveyance and all covenants of warranty herein whether express,

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hereafter falling due, payment of which is expressly assumed by the GRANTEE, and to the following:

1. All easements, restrictive covenants and mineral reservations of record.
2. Foreclosure of that certain mortgage from Kenneth L. Sanders and Eugene Carbine to AmSouth Bank, N.A., said mortgage being recorded in Real Property Book 222, page 1029, of said records, and said foreclosure being held December 7, 1987, as evidenced by foreclosure deed dated December 9, 1987, and recorded in Real Property Book 306, page 1018.

The foregoing recording references refer to the records in the Office of the Judge of Probate of Mobile County, Alabama.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal on this the 9th day of November, 1988.

Kenneth L. Sanders (SEAL)
KENNETH L. SANDERS

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Kenneth L. Sanders, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 9th day of November, 1988.

Cynthia S. Greene
Notary Public, State of Alabama

My Commission Expires: 7-8-92

GRANTEE'S ADDRESS:

Springdale Mall
Mobile, Al



REAL 342 PAGE 1641

Notice is given as required by Alabama law that this instrument was prepared by I. DAVID CHERNIAK, Attorney, Eighth Floor, Royal St. Francis Street Building, Mobile, Alabama, 36602.

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Southwest Quarter of Northwest Quarter of Section Thirteen (13); West Half of Southwest Quarter of Section Thirteen (13); South Half of North Half of Section Fourteen (14); South Half of Section (14) South Half of Northeast Quarter of Section Fifteen (15); Southeast Quarter of Section Fifteen (15); Northeast Quarter and North Half of Southeast Quarter of Section Twenty-two (22); Entire Section Twenty-three (23); West Half of Section Twenty-four (24) Northwest Quarter of Section Twenty-five (25); Northeast Quarter and North Half of Northwest Quarter of Section Twenty-six (26); all in Township Seven (7) South, Range Four (4) East, containing 2,501 acres, more or less; LESS AND EXCEPT so much thereof as is contained within Sandy Creek Acres

Subdivision, a subdivision in Sections 25 and 26, Township 7 South, Range 4 East, as per plat thereof recorded in Map Book 10, at Page 134 in the office of the Judge of Probate Baldwin County, Alabama, containing 60 acres, more or less:

LESS AND EXCEPT the following described property:

PARCEL 1:

Commencing at the Northeast corner of the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East; thence Southerly along the East line of said Southwest Quarter of Northwest Quarter a distance of 1280 feet, more or less, to the present North right-of-way line of U.S. Highway Number 98; thence Westerly along said present North right-of-way line a distance of 320 feet, more or less, to a point that is Northerly of and at right angles to the centerline of Project Number BRS-0206(108) at Station 119+00 and the point of beginning of the property herein to be conveyed; thence continuing Westerly along said present North right-of-way line a distance of 319 feet, more or less, to the center of Sandy Creek, the West property line; thence Northerly along said West property line a distance of 20 feet, more or less, to a point that is 60 feet Northerly of and at right angle to the centerline of said project; thence Easterly, parallel with the centerline of said project a distance of 320 feet, more or less, to a point that is 60 feet Northerly of and at right angles to the centerline of said project Station 119+00; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East and containing 0.14 acres, more or less.

Also a temporary easement to a strip of land necessary for construction and being more fully described as follows: Beginning at a point that is 125 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(108) at Station 118+00; thence Southeasterly along a line a distance of 408 feet, more or less, to a point on the present North right of way line of U.S. Highway Number 98 that is Northerly of and at right angles to the centerline of said project at Station 122+00; thence Westerly along said present North right of way line a distance of 300 feet, more or less, to a point that is Northerly of and at right angles to the centerline of said project at Station 119+00; thence Northerly along a line a distance of 20 feet, more or less, to a point that is 60 feet Northerly of and at right angles to the centerline of said project at Station 119+00;

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West property line; thence Northerly along said West property line a distance of 65 feet, more or less, to a point that is 125 feet Northerly of and at right angles to the centerline of said project; thence Easterly, parallel with the centerline of said project a distance of 245 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East and containing 0.68 acres, more or less.

PARCEL 2: .

Commencing at the Northeast corner of the Southeast Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East; thence Southerly along the East line of said Southeast Quarter of Northwest Quarter, the East property line, a distance of 1270 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(109) and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East property line a distance of 10 feet, more or less, to the present North right of way line of U.S. Highway Number 98; thence Westerly along said present North right of way line a distance of 2895 feet, more or less, to a point that is Northerly of and at right angles to the centerline of said project at Station 119+00; thence Northerly along a line a distance of 10 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project at Station 119+00; thence Easterly, parallel with the centerline of said project a distance of 2895 feet, more or less, to the point of beginning.

Said strip of land lying in the South Half of Northwest Quarter, Section 25, Township 7 South, Range 4 East, and containing 0.389 acres, more or less.

Also a temporary easement to a strip of land necessary for the construction of a detour road and being more fully described as follows: Beginning at a point that is 100 feet Northerly of and at right angles to the centerline of Project Number BRS-0206(109) at Station 135+00; thence Southeasterly along a line (which if extended would intersect a point that is 50 feet Northerly of and at right angles to the centerline of said project at Station 1346+50) a distance of 98 feet, more or less, to the East line of the Southeast Quarter of Northwest Quarter, Section 25, Township 7 South, Range 4 East, the East property line; thence Southerly along said East property line a distance of 19 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project; thence Westerly, parallel with the centerline of said project a distance of 2635 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the centerline of said project at

Station 121+63.64; thence Northwesterly along a line a distance of 110 feet, more or less, to a point that is 80 feet Northerly of and at right angles to the centerline of said project at Station 120+54.55; thence Easterly, parallel with the centerline of said project a distance of 194.45 feet; thence Easterly along a line a distance of 241 feet, more or less, to a point that is 70 feet Northerly of and at right angles to the centerline of said project at Station 124+89; thence Easterly, parallel with the centerline of said project a distance of 211 feet; thence Northeasterly along a line a distance of 207 feet, more or less, to a point that is 120 feet Northerly of and at right angles to the centerline of said project at Station 129+00; thence Easterly, parallel with the centerline of said project a distance of 50 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20 feet; thence Easterly, parallel with the centerline of said project a distance of 550 feet to the point of beginning.

Said strip of land lying in the South Half of Northwest Quarter, Section 25, Township 7 South, Range 4 East, and containing 1.331 acres, more or less.

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PROPERTY TAX
Baldwin County, Alabama

Current Date: 10/9/2024 Tax Year: 2024 (Billing Year: 2024)

Parcel Info

PIN 75543
PARCEL 54-06-13-0-000-006.000
ACCOUNT NUMBER 30035

OWNER DELANEY INVESTMENTS
INC

MAILING ADDRESS 225 SPRINGHILL
MEMORIAL PLACE,
MOBILE, AL 36608-

PROPERTY ADDRESS 0

LEGAL DESCRIPTION 122 ACC SEC 13-7-4
SW1/4 OF NW1/4; W1/2
OF SW1/4 LESS RD ROW

EXEMPT CODE

TAX DISTRICT County



Tax Information

TAXES WERE DUE ON 10/1/2024

PPIN	YEAR	TAX TYPE	TAXES	PENALTIES / INTEREST	SUBTOTAL	AMT PAID	BALANCE DUE
75543	2024	REAL	\$ 259.72	\$ 0.00	\$ 259.72	\$ 0.00	\$ 259.72

Total Due: \$ 259.72

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres 122.00
Use Value \$88,494
Land Value \$370,700
Improvement Value \$0
Total Appraised Value \$370,700
Total Taxable Value \$88,494
Assessment Value \$8,840

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page N/A / 324 / 1868
S/T/R 13-7S-4E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	3	65.000 Acres	8310-TIMBER (GOOD C1)	3	N	N	\$197,500
LAND	4	57.000 Acres	8320-TIMBER (AVG. C2)	3	N	N	\$173,200

Building Components

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 10/9/2024 Tax Year: 2024 (Billing Year: 2024)

Parcel Info

PIN 75542
PARCEL 54-06-24-0-000-002.000
ACCOUNT NUMBER 30035

OWNER DELANEY INVESTMENTS
INC
225 SPRINGHILL
MAILING ADDRESS MEMORIAL PLACE,
MOBILE, AL 36608-
PROPERTY ADDRESS 0

LEGAL DESCRIPTION 328 ACC W1/2 SEC 24-7-
4 LESS RD ROW

EXEMPT CODE

TAX DISTRICT County



Tax Information

TAXES WERE DUE ON 10/1/2024

PPIN	YEAR	TAX TYPE	TAXES	PENALTIES / INTEREST	SUBTOTAL	AMT PAID	BALANCE DUE
75542	2024	REAL	\$ 625.78	\$ 0.00	\$ 625.78	\$ 0.00	\$ 625.78

Total Due: \$ 625.78

LAST PAYMENT DATE **N/A**

PAID BY

Property Values

Total Acres 328.00
Use Value \$212,696
Land Value \$996,700
Improvement Value \$0
Total Appraised Value \$996,700
Total Taxable Value \$212,696
Assessment Value \$21,260

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page N/A / 324 / 1868
S/T/R 24-7S-4E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	7	60.000 Acres	8310-TIMBER (GOOD C1)	3	N	N	\$182,300
LAND	5	13.000 Acres	8210-PASTURE (GOOD B1)	3	N	N	\$39,500
LAND	6	10.000 Acres	8220-PASTURE (AVG B2)	3	N	N	\$30,400
LAND	8	245.000 Acres	8320-TIMBER (AVG. C2)	3	N	N	\$744,500

Building Components

Tax Sales

NO TAX SALES FOUND

Stewart Title Guaranty Company


SCHEDULE A

1. Commitment Date: March 22, 2024 at 08:00 AM
2. Policy to be issued:
 - a. 2021
 Proposed Insured: Kolter Group Acquisitions, LLC
 Proposed Amount of Insurance: \$ 17,700,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Springdale Stores, Inc by deed dated December 19, 1988 and recorded in Real Property Book 342, Page 1650 and by deed dated June 30, 1988 and recorded in Real Property Book 324, Page 1874.

 Delaney Investments, Inc and Springdale Stores, Inc by deed dated November 9, 1988 and recorded in Real Property Book 342, Page 1640, Real Property Book 342, Page 1645; and Real Property Book 342, Page 1635.
5. The Land is described as follows:

 Legal to be provided upon receipt of an accurate survey

Anchor Title, LLC

By: 

 Authorized Agent for Anchor Title, LLC,
 License No. 0225920

Tracy Williamson
License No. 0200225

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Stewart Title Guaranty Company
SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Springdale Stores, Inc. and Delaney Investments, Inc to Kolter Group Acquisitions, LLC
5. NOTE: The Deed in connection with the transaction should contain the marital status of the Grantor/s. Likewise, a mortgage in connection with this transaction should contain the marital status of the Mortgagor/s.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
7. We will require lender to advance a draw at closing to insure a first lien position against any materialmans lien or UCC filing.
8. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
9. Payment of any special assessments due the City of Foley.
10. There should be submitted to us certified copies of the articles of organization and a resolution adopted by the officers of said Delaney Investments, Inc authorizing the execution of this deed, and further authorizing the officers of said corporation to execute the same for and in the name of the corporation.
11. We should be provided with a Certificate of Compliance from the Alabama Department of Revenue for Delaney Investments, Inc.
12. There should be submitted to us certified copies of the articles of organization and a resolution adopted by the officers of said Springdale Stores, Inc authorizing the execution of this deed, and further authorizing the officers of said corporation to execute the same for and in the name of the corporation.
13. We should be provided with a Certificate of Compliance from the Alabama Department of Revenue for Springdale Stores, Inc.
14. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 923.22, said property being assessed to Springdale Stores, Inc for 2023 State and County taxes at a land valuation of 2,415,900.00. (Key Number 75545) (Parcel Number 54-06-23-0-000-001.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin

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SCHEDULE B
(Continued)

County. (Parcel A)

15. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 330.70, said property being assessed to Springdale Stores, Inc for 2023 State and County taxes at a land valuation of 1,115,600.00. (Key Number 91258) (Parcel Number 54-06-23-0-000-001.001)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County. (Parcel B)

16. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 604.66, said property being assessed to Delaney Investments, LLC for 2023 State and County taxes at a land valuation of 1,730,800.00. (Key Number 75542) (Parcel Number 54-06-24-0-000-002.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

17. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 330.70, said property being assessed to Springdale Stores, Inc. for 2023 State and County taxes at a land valuation of 721,600. (Key Number 91258) (Parcel Number 54-06-23-0-000-001.001)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

18. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 923.22, said property being assessed to Springdale Stores, Inc. for 2023 State and County taxes at a land valuation of 2,253,100. (Key Number 75545) (Parcel Number 54-06-23-0-000-001.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

19. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 253.00, said property being assessed to Delaney Investments, Inc. for 2023 State and County taxes at a land valuation of 437,500. (Key Number 75543) (Parcel Number 54-06-13-0-000-006.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

20. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$

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SCHEDULE B
(Continued)

610.66, said property being assessed to Delaney Investments, Inc. for 2023 State and County taxes at a land valuation of 1,176,100. (Key Number 75542) (Parcel Number 54-06-24-0-000-002.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

21. All ad valorem taxes which have become due against the property described in Schedule A are marked paid, in the amount of \$ 892.94, said property being assessed to Springdale Stores, Inc. for 2023 State and County taxes at a land valuation of 2,501,800. (Key Number 36486) (Parcel Number 54-06-14-0-000-004.000)

The above tax information has been based on the present tax valuation and classification as to use in the tax assessor's office but is subject to any future adjustment that may be made by either the Tax Assessor or the Board of Equalization of Baldwin County.

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. All taxes due in the year 2024, which are a lien but not yet payable.
2. No recent survey of the property described in schedule A had been furnished in connection with the issuance of this title policy. Accordingly, this policy does not insure any fence lines, encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the Land.
3. Claims or rights under leases, statutory liens, contract liens, or easements not yet filed for record.
4. Rights of parties in possession.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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SCHEDULE B
(Continued)

7. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
8. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
9. Existing right of way for road or highway purposes along South line of Northwest Quarter of Section 25; along South line of Northeast Quarter of Section 26; along the West line of the Southwest Quarter of Southwest Quarter of Section 23 and along the West line of the Northwest Quarter of Section 26, as contained in deed from Arnold Boutwell and Gertrude G. Boutwell, his wife, to C.H. Bryars dated April 7, 1942 and recorded in Deed Book 77, Pages 145-6.
10. Rights of Riviera Utilities Corporation existing under and by virtue of the rural electric contract between the said corporation and A. and G.G. Boutwell dated January 5, 1931 as contained in deed from Arnold Boutwell and Gertrude G. Boutwell his wife, to C.H. Bryars dated April 7, 1942 and recorded in Deed Book 77, Pages 145-6.
11. 40 foot right of way along the West line of the Northwest Quarter of Section 26, Township 7 South, Range 4 East.
12. Right of way for Highway 98 along the South line of the Northwest Quarter of Section 25, Township 7 South, Range 4 East.
13. 30 foot right of way for Pecan Street along a portion of the West line of Section 22, Township 7 South, Range 4 East.
14. 40 foot right of way along the North line of the Northwest Quarter of Section 22, Township 7 South, Range 4 East. (Perfection Street)
15. Rights of other parties, the United States of America or State of Alabama, in and to the shore, littoral or riparian rights to the property described in Exhibit A which lies adjacent to Sandy Creek.
16. Conveyance of an undivided 1/5 interest oil, gas and other minerals, and all rights in connection therewith, by Margaret S. Bach and W.D. Bach, her husband, to Walter D. Bach, Jr. by instrument dated July 1, 1975 and recorded in Deed Book 484 Page 94 and corrected by instrument dated September 20, 1976 and recorded in Deed Book 501, Page 636, and further corrected by instrument dated November 16, 1976 and recorded in Deed Book 505 Page 466.
17. Conveyance of an undivided 1/10 interest oil, gas and other minerals, and all rights in connection therewith, by John H. Sherrill, Jr. and Joe E. Sherrill, husband and wife, to Rodney Leigh Hale, as Trustee, by instrument dated December 21, 1974 and recorded in Deed Book 471 Page 581 and corrected by instrument dated September 30, 1976 and recorded in Deed Book 501, Page 592 and further corrected by instrument dated November 26, 1984 and recorded in Real Property Book 197 Page 1296.
18. Conveyance of an undivided 1/10 interest in oil, gas and other minerals, and all rights in connection therewith, by John H. Sherrill, Jr. and Joe E. Sherrill, husband and wife, to Rodney Leigh Hale, as Trustee, by instrument dated January 21, 1975 and recorded in Deed Book 473 Page 557, and corrected by instrument dated September 30, 1976 and recorded in Deed Book 501 Page 592.
19. Conveyance of an undivided 2/15 interest in oil, gas and other minerals, and all rights in connection therewith, by Alan P. Sherrill and Senie H. Sherrill, husband and wife, to Senie J. Sherrill, as Trustee, by instrument dated September 20, 1976 and recorded in Deed Book 501 Page 538.
20. Conveyance of an undivided 1/10 interest in oil, gas and other minerals, and all rights in connection therewith, by Mary Alice Baranco and Paul F. Baranco, wife and husband, to Fran B. Hartley, as Trustee, by instrument dated December 20, 1976 and recorded in Deed Book 505 Page 531.

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SCHEDULE B
(Continued)

21. Oil, gas and mineral lease and all rights in connection therewith, by Richard H. Sherrill, Trustee, et al, to Rebel Land and Exploration, Inc., filed May 3, 1983 and recorded in Real Property Book 139 Page 509.
22. Oil, gas and mineral lease and all rights in connection therewith, by Richard H. Sherrill, Trustee, et al, to Rebel Land and Exploration, Inc., filed May 3, 1983 and recorded in Real Property Book 139 Page 513.
23. Oil, gas and mineral lease and all rights in connection therewith, by Richard H. Sherrill, as Trustee, et al, to Rebel Land and Exploration, Inc., dated December 21, 1982 and recorded in Real Property Book 139 page 518.
24. Reservation of all oil, gas and other minerals, and all rights in connection therewith, as contained in deed from Richard H. Sherrill, as Trustee, et al, to Eugene Carbine and Kenneth L. Sanders dated August 6, 1985 and recorded in Real Property Book 222 Page 1020.
25. Reservation of all oil, gas and other minerals, and all rights in connection therewith, as contained in deed from John H. Sherrill, Jr. et al, to Eugene Carbine and Kenneth L. Sanders dated August 6, 1985 and recorded in Real Property Book 222 Page 1024.
26. Statutory Warranty Deed, Temporary Construction Easement and Declaration of Covenants as contained in Real Property Book 868, Page 775. (Parcels A&B)
27. Conveyance of all oil, gas and other minerals, and all rights in connection therewith, by Delaney Investments, Inc. to The Delaney Mineral Trust dated October 10, 1989 and recorded in Real Property Book 378, Page 1896.

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NOTARIZED AUTHORIZATION OF OWNER

I/We, Delaney Investments, Inc., as the sole or joint fee simple title holder(s) of the property described as Portions of below Parcels: 05-54-06-13-0-000-006.000, and 05-54-06-24-0-000-002.000 authorize Kolter Group Acquisitions LLC, Kolter Homes, LLC and JADE CONSULTING; LLC and/or their consultants to act as our agent to seek site plan/development plan approval, DOT approvals, and/or all regulatory approvals in connection therewith, on the above referenced property.

Company: Delaney Investments Inc

By: *Robert S. Frost*
As Its: Executive V.P.

Address: 225 Springhill Memorial Place
Mobile, AL 36608

Phone: 251-460-4511 Fax: 251-460-0993
Email: boosyf@delaneyinc.net

STATE OF Alabama
COUNTY OF Mobile

The forgoing instrument was acknowledged before me this 16th day of October, 2024 by Robert S Frost, who is personally known to me or who has produced N/A (type of ID) as identification and who did not take an oath.



Deborah M Paul
NOTARY PUBLIC – STATE OF Alabama
Deborah M Paul
NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: _____

PARCEL "C"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-06'-27" EAST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 2,676.63 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 53°-14'-48" EAST A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTH 00°-06'-27" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1,323.29 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°-47'-56" EAST ALONG SAID NORTH LINE A DISTANCE OF 1,362.46 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°-06'-49" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1,321.41 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY; THENCE RUN NORTH 89°-52'-41" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.31 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 41.36 ACRES, MORE OR LESS.

PARCEL "F"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 45°-02'-08" EAST A DISTANCE OF 28.32 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTH 00°-06'-27" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2,641.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY; THENCE RUN SOUTH 89°-52'-41" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.31 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°-06'-49" WEST ALONG SAID EAST LINE A DISTANCE OF 2,637.81 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY; THENCE RUN SOUTH 89°-57'-49" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.03 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 82.55 ACRES, MORE OR LESS.

FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 127.77 ACRES, MORE OR LESS.

PARCEL "I"

STATE OF ALABAMA
COUNTY OF BALDWIN

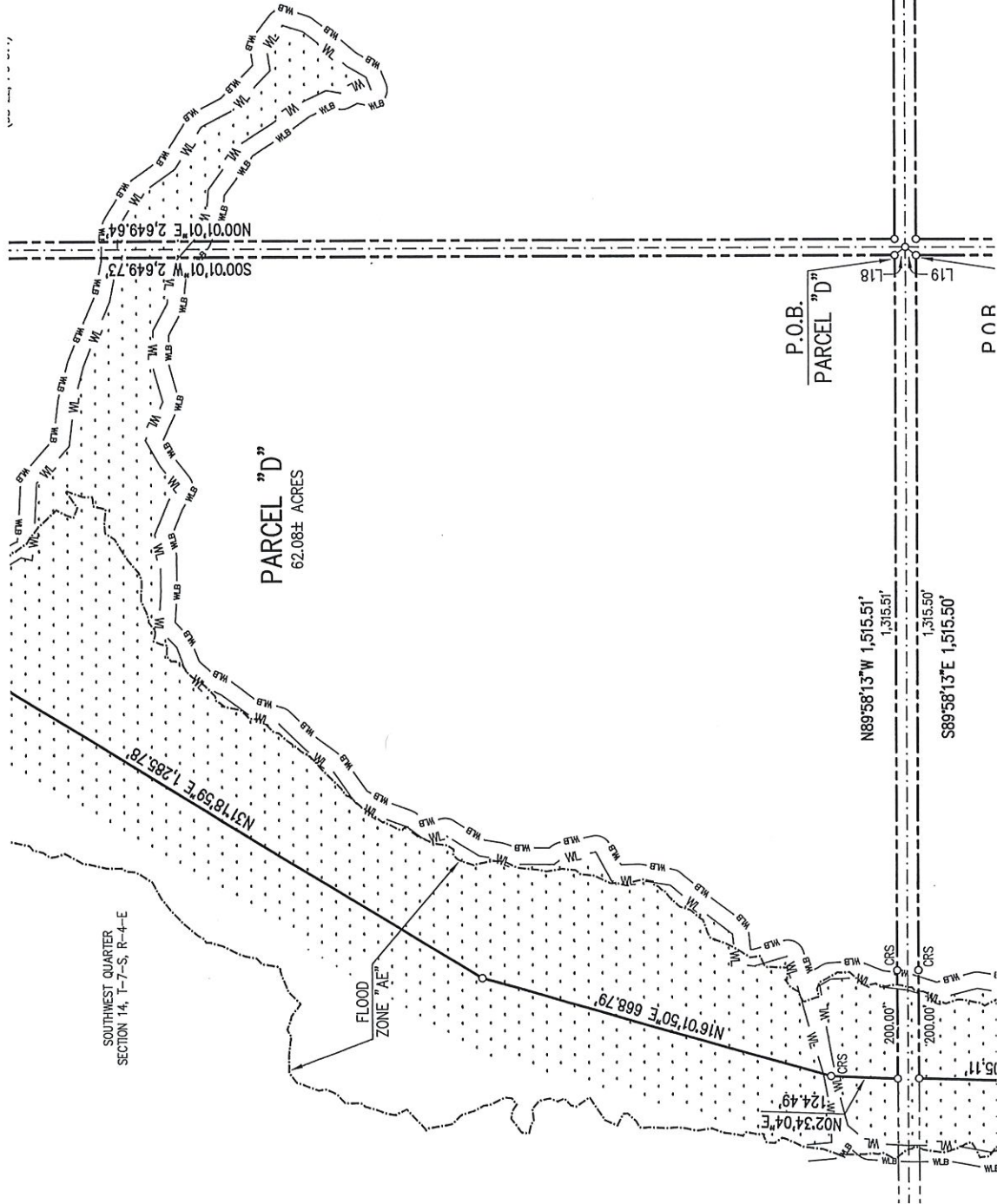
A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA

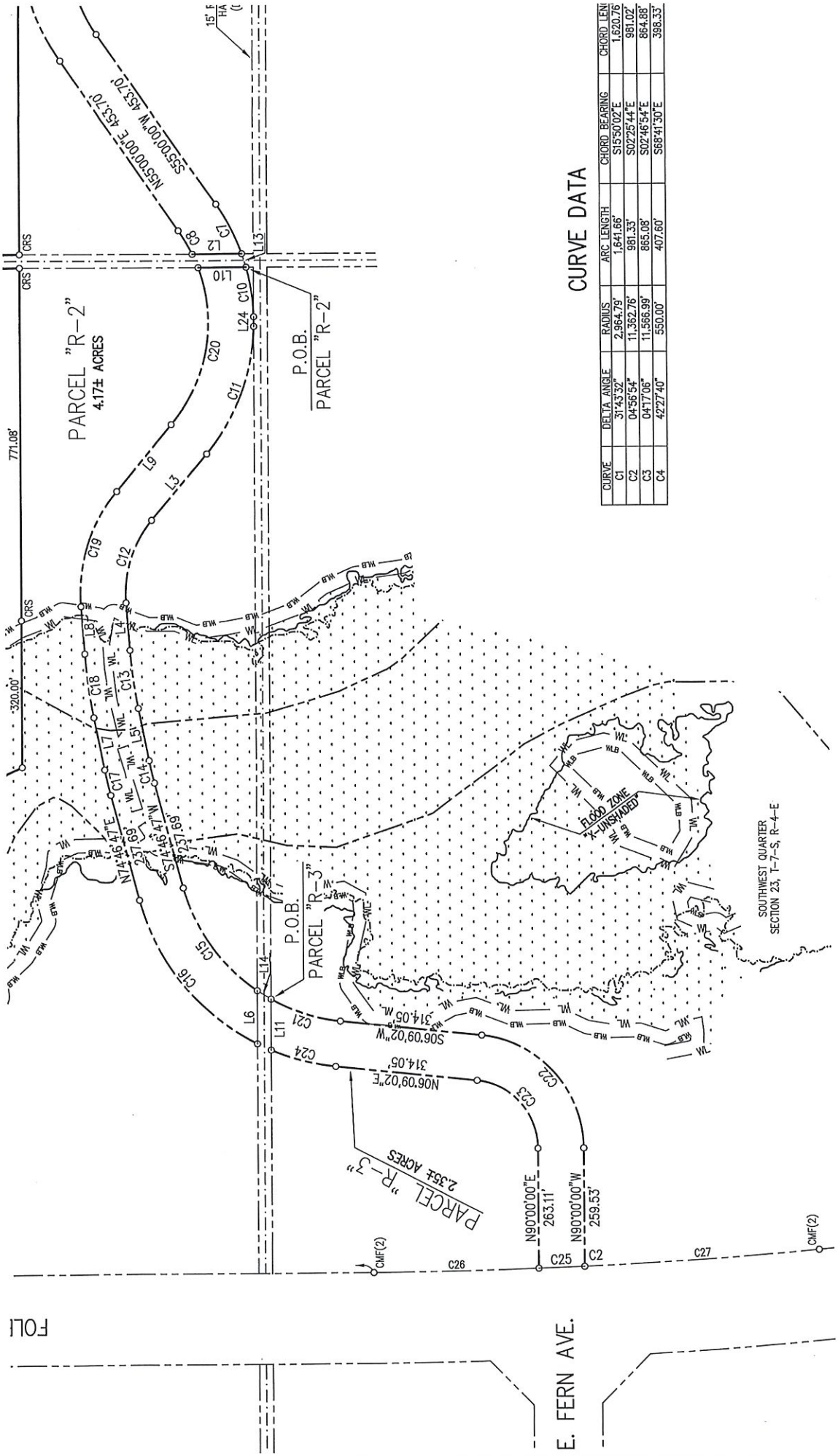
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER SECTION 24, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 44°-57'-32" EAST A DISTANCE OF 2 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTH 89°-57'-49" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.03 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 00°-06'-49" WEST ALONG SAID EAST LINE A DISTANCE OF 1,976.77 FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE SOUTH 00°-06'-49" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 140.00 FEET; THENCE RUN NORTH 89°-55'-20" WEST A DISTANCE OF FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE NORTH 89°-55'-20" WEST A DISTANCE OF 1,272.21 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' F RIGHT-OF-WAY; THENCE RUN NORTH 00°-07'-08" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2,114.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 66.15 ACRES, MORE OR

SOUTHEA
SECTION 14,

PARI
159.2





CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	31°43'32"	2,964.79'	1,641.66'	S15°50'02"E	1,620.76'
C2	04°56'54"	11,362.76'	991.33'	S02°25'44"E	991.02'
C3	04°17'06"	11,566.99'	865.08'	S02°46'54"E	864.88'
C4	42°27'40"	550.00'	407.60'	S68°41'30"E	398.33'

FOLI

E. FERN AVE.

PARCEL "C"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-06'-27" EAST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 2,676.63 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 53°-14'-48" EAST A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTH 00°-06'-27" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1,323.29 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°-47'-56" EAST ALONG SAID NORTH LINE A DISTANCE OF 1,362.46 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°-06'-49" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1,321.41 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY; THENCE RUN NORTH 89°-52'-41" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.31 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 41.36 ACRES, MORE OR LESS.

PARCEL "F"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 13,
TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH $45^{\circ}-02'-08''$ EAST A DISTANCE OF 28.32 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE RUN NORTH $00^{\circ}-06'-27''$ EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2,641.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF AN UNNAMED 30' ROAD RIGHT-OF-WAY; THENCE RUN SOUTH $89^{\circ}-52'-41''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.31 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH $00^{\circ}-06'-49''$ WEST ALONG SAID EAST LINE A DISTANCE OF 2,637.81 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD RIGHT-OF-WAY; THENCE RUN SOUTH $89^{\circ}-57'-49''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1,362.03 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 82.55 ACRES, MORE OR LESS.

PARCEL "1"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION
24, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF
SECTION 24, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY,
ALABAMA; THENCE RUN SOUTH $44^{\circ}-57'-32''$ EAST A DISTANCE OF 28.25
FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AN
UNNAMED 40' ROAD RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF
AN UNNAMED 40' ROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF
BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTH
 $89^{\circ}-57'-49''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF
1,362.03 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF THE
WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE
RUN SOUTH $00^{\circ}-06'-49''$ WEST ALONG SAID EAST LINE A DISTANCE OF
1,976.77 FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE SOUTH
 $00^{\circ}-06'-49''$ WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF
140.00 FEET; THENCE RUN NORTH $89^{\circ}-55'-20''$ WEST A DISTANCE OF 90.00
FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE NORTH
 $89^{\circ}-55'-20''$ WEST A DISTANCE OF 1,272.21 FEET TO A CAPPED REBAR
(WATTIER) ON THE EAST RIGHT-OF-WAY LINE OF AN UNNAMED 40' ROAD
RIGHT-OF-WAY; THENCE RUN NORTH $00^{\circ}-07'-08''$ EAST ALONG SAID EAST
RIGHT-OF-WAY LINE A DISTANCE OF 2,114.05 FEET TO THE POINT OF
BEGINNING. THE DESCRIBED PARCEL CONTAINS 66.15 ACRES, MORE OR LESS.